

NOTE: A revised draft solicitation will be posted, which will incorporate changes identified in these questions and answers. New Questions and Answers appear in bold text.

Section B:

Q: In the clause Fixed Rates for Services – Indefinite Delivery/Indefinite Quantity Contract (EPAAR 1552.216-73) it states that the rate, or rates, set forth in the contract cover all expenses, including report preparation, salaries, overhead, general and administrative expenses and profit. Should other expenses covered include costs for personnel, material, equipment, services and facilities, etc.?

A: The fixed rates for services in the clause Fixed Rates for Services cover all expenses, including report preparation, clerical support, personal protective equipment, salaries, profit, and indirect costs such as fringe benefits, overhead, and general and administrative expenses. The fixed rates should also include the team subcontractors cost. EPA anticipates one fixed rate per labor category which would cover both the prime and team subcontractors.

The other direct costs in the clause Other Direct Costs include all other efforts beyond the provisions of the fixed rates which are necessary for conducting the START program. Such efforts typically include but are not limited to travel and subsistence; materials, equipment, and miscellaneous ODCs; and non team subcontracts, such as drilling, guard services, lab analysis, etc.

Q: Because this is a Fixed Rate Services type contract, does that mean the multiplier is fixed, or is the categorical rate negotiated?

A: A fixed rate for each labor category will be negotiated. EPA anticipates one fixed rate per labor category, which would cover both the prime and the team subcontractors.

Q: The clause Estimated Cost (52.216-180) states that, "There is no fixed fee." Does this apply because profit is already included in the fixed rates?

A: See response below. This clause has been deleted. However, profit is generally included in the fixed rate.

Q: Should the clause Estimated Cost (52.216-180) be included, as this is not a cost type contract? Might Ceiling Price (52.216-150) be more appropriate?

A: The clause Estimated Cost has been deleted and the clause Ceiling Price has been added.

Q: Should a clause entitled Technical Direction Documents be included? And if so, should the clause Technical Direction Document Conflict of Interest Notification be included?

A: Both clauses have been added to Section H of the draft Solicitation.

Section E:

Q: Should both Inspection of Services – Cost Reimbursement (52.246-5) and Inspection – Time and Material and Labor Hour (52.246-6) be included?

A: The clause Cost Reimbursement Inspection has been deleted.

Section F:

Q: Should some reference be made to the Reports of Work requirements?

A: The clause Reports of Work (1552.210-70) has been added, which states that the requirements will be in attachment 3.

Q: Should a clause outlining expectations for Electronic Deliverables be included?

A: The clause Electronic Submission of Deliverables has been added.

Q: Should the clause Period of Performance reflect the concept of award term?

A: The award term will be addressed in a revised version of the Solicitation.

Q: Should the clause Use of Recovered Materials in Paper and Paper Products (52.210-150) be included?

A: The clause Use of Recovered Materials in Paper and Paper Products has been added.

Section G:

Q: Should the clauses Decontamination of Government Property, Government Property, and Designation of Property Administrator be deleted, because the Government is not intending to provide Government Furnished Property (GFP) under these contracts?

A: These clauses will remain in the solicitation and subsequent contracts, because some regions may still have some remaining GFP that they intend to continue using. These clauses are generally included in contracts where the government

may decide to add GFP during performance of the contract.

Q: In the clause entitled Ordering—by Designated Ordering Officers appears a duplication of the language, “In addition to the Contracting Officer, the following individuals are authorized ordering officers.”

A: *This language has been corrected.*

Q: Should other Section G clauses such as Post-Award Conference, Registration Fees, Use of Conference Space, and Gratuity Certifications be included?

A: *Clauses, such as those mentioned above will be further reviewed before making a determination to include them in the Solicitation.*

Q: Should the clause Subcontracting Program for Small Business and Small Disadvantaged Business (52.219-105) be included in the solicitation now with a to be incorporated at time of award or should it be included at time of award?

A: *This clause Subcontracting Program for Small Business and Small Disadvantaged Business has been added.*

Section H:

Q: In determining whether a Conflict of Interest (COI) exists, does EPA focus only on EPA ERRS work performed by a contractor within the assigned geographical region, or on all ERRS-type work performed by a contractor?

A: *EPA focuses mainly on ERRS work performed by the contractor for EPA; however, if a contractor, who had done ERRS-type work for the state, were to become a START contractor on a site where it performed ERRS-type work, a conflict may exist.*

Q: In reference to the clause Key Personnel, what are the key personnel requirements, and is the 90-day requirement subject to change? If yes, what would be the requirement?

A: *This is a standard EPAAR Clause and is not subject to change.*

Q: What is the difference between the clauses Government-Contractor Relations and Government Contractor Relations?

A: *The clause Government Contractor Relations has been deleted; it is the same as Government-Contractor Relations.*

Q: In reference to the clause Transboundary Efforts, are the efforts expected to be in a country contiguous with the U.S., i.e. Canada and Mexico, or further outside

the U.S.?

A: The efforts related to the clause Transboundary Efforts mean any efforts outside of the U.S. including Canada, Mexico, or any other foreign country where an international agreement exists.

Q: In reference to the clause, Small Disadvantaged Business Targets, what are the small business goals/targets for this contract?

A: See response under General Questions at the end of this document for a chart that has been added to the solicitation that shows the goals for this contract.

Q: Should a clause entitled International Insurance, which requires contractors to obtain, provide and maintain all insurance requirements for efforts outside the U.S. be included due to the inclusion of the Transboundary Efforts clause?

A: A clause entitled International Insurance has been added.

Q: Should a clause entitled Compliance with International Laws and Regulations, which holds the contractor responsible for compliance with all relevant laws and regulations while performing efforts under the contract in Mexico and Canada be included, as recommended by OGC?

A: A clause entitled Compliance with International Laws and Regulations has been added.

Q: Should a clause entitled Identification of Contractor Personnel, which requires the contractor to wear a clearly visible badge identifying themselves as contractor personnel, as well as verbally identifying themselves as such during the performance of this contract, be included?

A: This information is provided in the clause at Section H.32 Public Communication.

Q: Should the clause Response Time be adjusted to meet Regional requirements?

A: The clause Response Time will be adjusted to meet the needs of each Region. The clause currently included in the draft provides general language that EPA intends to use a similar clause in the actual Solicitation with the intent that the times may vary by Region and that notification will be initiated by the Contracting Officer, Project Officer, or On-Scene Coordinator.

Q: Should the clause Electronic Signatures be included?

A: The clause Electronic Signatures has been added.

Q: Should the clause Task Order and Delivery Order Ombudsman be included?

A: The clause Task Order and Delivery Order Ombudsman has been added.

Section I:

Q: Should the clauses Option to Extend Services (52.217-8) and Option to Extend the Term of the Contract (52.217-9) be included?

A: These clauses have been added.

Q: Should the clause Notice to the Government of Labor Disputes (52.222-1) be included?

A: The clause had been added.

Q: Should the clause Payments under Time and Material and Labor Hour Contracts be included?

A: The clause has been added.

Q: Should the clauses Availability of Funds (52.232-18) and Availability of Funds for the Next Fiscal Year (52.232-19) be included?

A: The clauses have been added.

Q: Should the clauses Service Contract Act of 1965 (52.222-41), Statement of Equivalent Rates for Federal Hires (52.222-42), and Fair Labor Standards Act and Service Contract Act (52.222-43) be deleted?

A: These clauses have been deleted.

Q: Should the clause Protest after Award, Alt 1 (52.233-3) be deleted?

A: The clause has been deleted.

Q: Should the clause Changes – Cost Reimbursement, Alt 1 (52.243-2) be deleted?

A: The clause has been deleted.

Q: Should the clause Notification of Ownership Changes (52.215-19) be included?

A: The clause Notification of Ownership Changes has been added.

Q: Does the Service Contract Act (SCA) apply to this contract? Wasn't a determination made in the past that the majority of START services were

performed by professionals and, therefore, not subject to the SCA?

A: START provides professional advisory and assistance services; therefore, SCA does not apply. The SCA clause(s) have been deleted.

Q: Should the clause Notification of Changes (52.243-7) be included?

A: The clause Notification of Changes has been added.

Section J:

Q: Can a List of Exhibits be included in Section J to provide an outline of instructions and other items that do not become a part of the contract?

A: This is a good idea, and Clause J.2 List of Exhibits has been added.

Q: Should an attachment entitled Equipment List be included for those regions using existing GFP?

A: Additional attachments may be included if determined to be necessary by each Region.

Section L:

Q: Should the clause Type of Contract reflect that the contract type is Time and Materials as the definition seems to state in FAR 16.601?

A: The clause Type of Contract has been modified to reflect that it is a Fixed-Rate/Time and Materials/Award Term contract.

General Question:

Q: Who is/are the incumbent contractor(s)?

A: A listing of the incumbent contractors and other relevant information for all regional START II contracts may be accessed at the following website:
<http://www.epa.gov/oamsrpod/ersc/start/info.pdf>

Q: When are proposals due? Is this the actual Solicitation?

A: This is a DRAFT solicitation only. No proposals are requested at this time. If proposals are received they WILL NOT be evaluated.

Q: Is this procurement to be full and open competition or will it be set aside?

A: This decision has not yet been made, and will be made on a regional basis.

Q: What is the expected date for the release of the solicitations?

A: It is expected that the actual solicitations will begin being released starting in late May 2004 through the Summer and early Fall of 2004.

Q: Is a list of companies that have expressed an interest in this procurement available?

A: EPA is considering posting a listing of small businesses who have shown interest in this procurement.

Q: Has a determination been made that these contracts are EXEMPT from the multiple award requirement set forth in FAR 16 (advisory and assistance over 3 years, greater than 10 million)?

A: A determination will have to be made for START that takes exception to the FAR 16 requirements. This determination has not yet been completed.

Q: When the synopsis is issued can a clause entitled Small Business Plan Goals be included, which would state the current acceptable minimums so the businesses have a greater opportunity to "team" with small businesses and to provide an acceptable plan?

A: A draft clause entitled Fiscal Year 2004 - 2005 Agency Small Business Goals has been developed based on the current EPA goals.

Direct Contracts	Dollar Value	Goal
Small Business	\$324 Million	27.0%
8(a) Small Business	\$ 75 Million	6.3%
Small Disadvantaged Business	\$ 36 Million	3.0%
Woman-Owned Small Business	\$ 60 Million	5.0%
HubZone Small Business	\$ 36 Million	3.0%
Service Disabled Veteran Small Business	\$ 36 Million	3.0%

Subcontracts	Dollar Value	Goal
Small Business	\$100 Million	50.0%
Small Disadvantaged Business (8(a) and SDB)	\$ 40 Million	20.0%
Woman-Owned Small Business	\$ 15 Million	7.5%
HubZone Small Business	\$ 6 Million	3.0%

Service Disabled Veteran Small Business	\$ 6 Million	3.0%
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